

EXHIBIT A
CARRIER MARINE & OFFSHORE SYSTEMS
TERMS AND CONDITIONS OF SALE

1. The terms and conditions of sale are as set forth herein. Terms and conditions proposed by the Buyer are not applicable unless accepted by Seller in writing. Seller shall not be bound until Buyer's order has been accepted in writing by an authorized officer of Seller.
2. Unless stated otherwise, prices are stated in U.S. dollars, are subject to change without notice, and do not include taxes or duties of any kind. These are the obligation of Buyer, and imposition of such upon Seller shall entitle Seller to reimbursement from Buyer. All applicable US sales tax will be added to an order for which a valid Sales Tax Exemptions Certificate or other Exemption Certificate was not provided by the Buyer at the time the order was placed. The certificate must be for the state in which the goods/services are being transferred to the buyer (state of shipment destination or pick-up).
3. Subject to credit approval, payment shall be made net 30 days from date of invoice unless otherwise agreed in writing. If payment is not timely made, Seller shall have the right to charge interest on the unpaid balance, which shall accrue from the due date at a rate which is the lesser of 2% per month or the maximum legal rate. Buyer shall indemnify Seller against any and all expenses of collection arising from Buyer's default.
4. Unless designated otherwise, goods are sold E.X.W. (INCOTERMS 2010) Seller's factory. Title and risk of loss shall pass to Buyer upon shipment.
5. Carrier Marine & Offshore warrants the goods which are of Seller's manufacture in accordance with its applicable Manufacturer's Warranty & Limitation of Liability form. For any other goods sold hereunder, Seller shall furnish and assign to Buyer only such warranties as Seller receives.
6. Seller's maximum liability for any reason (except for personal injury) under this contract shall consist of the refunding of all moneys paid subject to the right of removal and return of equipment to Seller. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. Unless specifically agreed in writing, Seller shall not be liable for corrosion, or the physical or chemical effects of liquids, gases, or other materials used with the goods. Any claim for breach of contract or obligation must be brought within one year after the breach occurs.
7. Work and material in addition to, or different from, that stated herein, and changes in drawings or specifications, shall be subject to Seller's approval and shall entitle Seller to an adjustment in the contract price and schedule. Cancellation shall be subject to Seller's approval, and shall entitle Seller to damages.
8. Unless specifically agreed in writing, shipment dates quoted are estimates, and Seller does not guarantee a particular date for shipment or delivery of the goods. Seller shall not be liable for any losses, damages, or penalties occasioned by late performance, nor for any deviations in performance due to fires, strikes, labor disputes, supplier delays, governmental actions, acts of nature, or any other condition beyond Seller's control. Partial shipments are authorized.
9. Seller shall have no liability whatsoever for equipment or component failures or other damages or losses which arise solely as a result of improper installation or incorrect application of the goods.
10. Customer acknowledges that the products and any technical data or services provided under this Agreement (the "Items") are subject to the laws and regulations of the United States that govern exports and other international trade controls that may restrict transfers of such Items to other countries and parties. Customer and its employees and agents shall not export, reexport, supply or release Items provided under this agreement contrary to the laws and regulations of the United States and other countries relating to export trade, or to any country, entity or other party

which is ineligible to receive such items under U.S. laws and regulations, including regulations of the U.S. Department of Commerce or the U.S. Department of the Treasury.

11. Buyer consents and agrees that Seller may, from time to time, publicize Seller related projects with Buyer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes. In no event will these materials include competitively sensitive information, nor shall Seller engage in advertising practices which convey, or are reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service. Upon request, Seller will provide Buyer a copy of any such materials.

12. **Software License**

(a) If Buyer receives any software from Seller with or embedded in a product sold under this Contract ("Software"), the Software is licensed, not sold, and the use of the Software will be governed by the end user license agreement provided with the product or Software ("EULA"). If a EULA is not provided with the product or Software, then conditioned upon Buyer's compliance with this Agreement (including the limitations set forth below) Seller grants Buyer a personal, non-transferable, non-exclusive, non-sublicensable, limited license to, in accordance with any instructions and documentation provided by Seller: (i) use Software that is embedded within the product solely on that product; and (ii) install Software that is provided with (but not embedded within) the product on a single computer or device for use solely with that product. Buyer acknowledges that the Software is, and may contain, the intellectual property of Seller and that Seller owns all right, title and interest in and to the Software. Seller reserves all rights to the Software except for the rights granted in the EULA or this Provision.

(b) Buyer will not permit or authorize any third party to: (i) disassemble, decipher, decompile, reverse engineer or otherwise attempt to access source code of the Software, except as expressly permitted by applicable law notwithstanding this limitation; (ii) copy, reproduce, modify or create derivative works of the Software; (iii) remove any embedded Software from any product or work around any technical limitations in the Software; (iv) remove any proprietary notices or labels related to the Software that are in the Software or on the product or any packaging; and (v) distribute, rent, lease, lend, transfer, sublicense, disclose or otherwise provide the Software to any third party, except as set forth in the following sentence. If a Buyer is permitted under this Agreement to resell a product containing embedded Software, Buyer may transfer the Software embedded in the product to a third party; provided that prior to the transfer of the product the third party agrees in writing to abide by all the terms of this Provision.

(c) Unless otherwise indicated in a EULA or other agreement between the parties, Seller provides the Software as-is and without warranty.

13. Any agreement arising hereunder shall be governed by, and construed in accordance with, the laws of the State of New York (excluding its choice of law provisions). The provisions of the U.N. Convention on Contracts for the International Sales of Goods shall not be applicable. A determination that any provision of a resulting agreement is ineffective or unenforceable shall not impair the enforceability of other provisions contained herein.
14. Unless specifically identified in writing prior to order placement, all orders are considered not to involve the US Government as the end user or within their procurement system. Orders that are identified as involving the US Government after order placement will be subject to cancellation with either a minimum cancellation charge of 25% of the order total or a cancellation charge based upon costs incurred, whichever is greater. Orders for which the Government is the end user, will require specific negotiation of the Terms and Conditions that will apply.
15. Neither a quotation by the Seller, Buyer's placing of an order nor Seller's acting upon an order are to be construed as creating or constituting an ongoing business relationship beyond that specific quote/order.